

FILED

JUN 14 2021 *RB*

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

To Honorable Judge Joan H. Lefkow
RE: Case No. 21 C 586

I am reaching out about Case No. 21 C 586. I have just reviewed the Defendants first set of Interrogatories as well as my Attorney's motion to resign as my attorney. The information once reviewed shed light on the issue that my lawyer acted without my knowledge to create a precedent that I did not sign the arbitration agreement when I was hired by the Gibson's Restaurant Group. I have insisted since the beginning of our professional relationship that I did, in fact, sign the arbitration agreement and was diligent and persistent in relaying that information to my lawyer. The Declaration statement that was sent to me by my attorney, was false and I would not sign it. The Declaration was sent three (3) times and I returned it unsigned to my lawyer 3 times. Finally, he insisted that to move forward it must be signed; reluctantly I signed the paperwork. It was never made clear to me why I needed to say that I did not sign the arbitration agreement. However, I will testify in court that I did sign the arbitration agreement at the time of my hire. It is my belief that the attorney did not want to pursue the case further and insisted that I did not have a case, despite the apology and acknowledgement of wrongdoing by the Gibson's Restaurant, Letter from the Department of Human Rights and the EEOC. I felt that was basis enough for a case, without having to make a false claim.

In conclusion, I want nothing more than to have my case heard in an unbiased, fair, and just court, with proper representation.

Thank you for your time and attention to this matter,

Yuhe D Wembi

Yuhe Wembi

06 - 11 - 2021

06/10/2021

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of ILLINOIS
County of COOK } ss.

On this the 11th day of June, 2021, before me,
Day Month Year

Merari N. Bahena Villalobos, the undersigned Notary Public,
Name of Notary Public

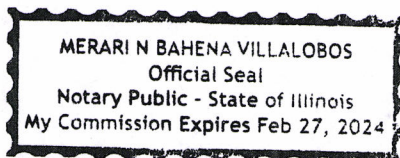
personally appeared Yuhu Diamba Wembi,
Name(s) of Signer(s)

☐ personally known to me -- OR --

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed
to the within instrument, and acknowledged to me
that he/she/they executed the same for the purposes
therein stated.

WITNESS my hand and official seal.



Place Notary Seal/Stamp Above

Merari N. Bahena Villalobos
Signature of Notary Public

Merari N. Bahena Villalobos
Feb 27, 2024

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

*This section is required for notarizations performed in Arizona but is optional in other states.
Completing this information can deter alteration of the document or fraudulent reattachment
of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: To honorable Judge Joan H. Lefkow

Document Date: 06/11/2021 Number of Pages: 1

Signer(s) Other Than Named Above: _____

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

YUHE WEMBI,

Plaintiff,

v.

GIBSON'S RESTAURANT GROUP
MANAGEMENT COMPANY LLC., GIBSON'S)
MANAGEMENT GROUP % STEPHEN J.
LOMBARDO III,

Defendant.

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)
) Case No. CV 586
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) Judge Joan H. Lefkow
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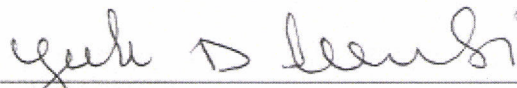
DECLARATION OF YUHE WEMBI

I, YUHE WEMBI, state, declare, and certify under penalty of perjury, that the following statements are true and correct:

1. I began employment with Defendant on September 15, 2018 as a Stocker.
2. I have reviewed the arbitration agreement attached to Defendant's Motion to Dismiss as Exhibit 1 (hereinafter referred to as "Arbitration Agreement", attached hereto as Wembi Declaration Exhibit A).
3. At no time before, during, or after my employment with Defendant did any agent of Defendant ask me to sign the Arbitration Agreement, or any other arbitration agreement, nor did Defendant's agents ever provide me with a copy of the Arbitration Agreement, or any other arbitration agreement, for signature.
4. I have never seen the Arbitration Agreement, nor did I know such an agreement existed, until my attorney provided a copy to me after this lawsuit was instituted.
5. Accordingly, I adamantly deny that I signed the Arbitration Agreement or that the signature contained on page 5 of the Arbitration Agreement is mine.

I, YUHE WEMBI, state, declare, and certify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge.

DATED: 02-19-2021


YUHE WEMBI

provision(s) cannot be so revised, such provision(s) shall be deemed severed from the remainder of the Agreement, which at the Company's option, shall continue in all other respects to be valid and enforceable.

12. Acknowledgment. The parties acknowledge that they have had an adequate opportunity to consider and review this Agreement with an attorney, that they fully understand its terms, that they were not coerced into signing it, and that they have signed it knowingly and voluntarily.

IN WITNESS WHEREOF, each of the Parties hereto, either individually or by a duly authorized representative, has signed this Agreement on the date set forth below.

PLEASE READ CAREFULLY BEFORE SIGNING.

Kyle D Wembi
Employee's Signature

[Signature]
Company Representative's Signature

YUHE D WEMBI
Employee's Name Printed

Kyle Fawcett
Company Representative's Name Printed

09-15-2018
Date

Manager 9/15/18
Company Representative's Title & Date Signed

this is my signature it me